

Index

- "A PRACTICAL GUIDE TO CONTRACTS OF AFFREIGHTMENT AND HYBRID CONTRACTS", 130
- ADMIRALTY JURISDICTION
 - proposed reforms of in Australia (*Davenport*), 317
- ADMIRALTY RULES
 - upheld in Sri Lanka (*The Ayesha*) (Case and comment), 169
- AIR TRANSPORT
 - air and maritime transport and the EEC competition rules (*Ministère Publique v. Asjes, Nouvelles Frontières et al*) (Case and comment), 14
- "ALL JANGLE AND RIOT", 249
- AMERICAN ACADEMY OF FOREIGN LAW (Information), 561
- "AN INTRODUCTORY GUIDE TO EEC COMPETITION LAW AND PRACTICE", 129
- ARBITRATION
 - abandonment of by silence or inactivity (*Food Corporation of India v. Antclizo Shipping Corporation (The Antclizo)*) (Case and comment), 263
 - costs and Lloyd's Form salvage arbitrations (*The los I*) (Case and comment), 172
 - the USSR maritime arbitration commission (*Timmermans*), Part 1, 350; Part 2, 468
- ARBITRATION AWARDS
 - publication of (Case and comment), 139
- AUSTRALIA
 - proposed reforms of admiralty jurisdiction in (*Davenport*), 317
- AVERAGE DISBURSEMENTS
 - insurance of (*Hudson*), 443
- "BANKING ACT (THE)", 249
- BANKS
 - EEC secrecy provisions (*Hillegom Municipality v. Hillenius*) (Case and comment), 251
- "BILLS OF EXCHANGE AND BANKERS' DOCUMENTARY CREDITS", 380
- "BOWSTEAD ON AGENCY", 125
- CANADA
 - maritime law decisions 1985-86 (*Tetley*), 82
 - the lack of uniformity and the very unfortunate state of maritime law in (*Tetley*), 340
- "CAREER PREPARATION AND OPPORTUNITIES IN INTERNATIONAL LAW", 248
- CARRIAGE OF GOODS BY SEA
 - the new Act in South Africa (*Staniland*), 305
- CHARGES
 - fixed and floating (*Re Brightlife Ltd.*) (Case and comment), 147
- "CHARTERERS' LIABILITY INSURANCE", 373
- CHARTERPARTIES
 - orders under (*The Kanchenjunga; The Epaphus*) (Case and comment), 408
- "CHESHIRE, FIFOOT & FURMSTON'S LAW OF CONTRACT" (11th Edn.), 387
- C.I.F. CONTRACTS
 - out-turn clauses in, in the oil trade (*Lightburn and Nienaber*), 177
- CIVIL JURISDICTION AND JUDGMENTS ACT 1982, THE (Information), 138
- "CIVIL LIABILITY STATUTES", 249

CLAUSES

exclusion and limitation (*Darlington Futures Ltd. v. Delco Australia Pty. Ltd.*) (Case and comment), 165

floating choice of law clauses (*Beck*), 523

"COMMERCIAL AGREEMENTS AND COMPETITION LAW: PRACTICE AND PROCEDURE IN THE UK AND EEC", 378

COMMERCIAL COURT, THE

(Information), 136

"COMMERCIAL LAW OF SINGAPORE", 134

COMPANY DIRECTORS

disqualifying of (*Hannigan*), 188

"CONSUMER LAW STATUTES", 248

CONTAINERS

the transport of goods in refrigerated: an Australian perspective (*Springall*), 216

CONTRACT

breach of, damages on rescission for (*Lombard North Central Plc v. Butterworth*) (Case and comment), 143

more points on the *Brandt v. Liverpool* contract (*The Aramis*) (Case and comment), 255

restitutionary damages for breach of (*Birks*), 421

"CONTRACT CASES AND MATERIALS", 239

"CONTRACT LAW IN PERSPECTIVE", 239

CONTRACTS

third party rights on insurance contracts (*Trident General Insurance Co. Ltd. v. McNiece Bros. Pty. Ltd.*) (Case and comment), 258

CONTRIBUTORY NEGLIGENCE

contributory negligence in contract—again (*Forsikringsaktieselskapet Vesta v. Butcher*) (Case and comment), 10

"CONTROL OF MARINE POLLUTION IN INTERNATIONAL LAW", 375

"CONVENIOS INTERNACIONALES MARITIMOS", 381

CONVENTION

the European Judgments Convention, maritime claims (*Brice*), 281

United Nations Convention on Conditions for Registration of Ships (*Sturme*), 97

DAMAGES

and the late payer (*The Lips*) (Case and comment), 414

restitutionary damages for breach of contract (*Birks*), 421

DECK STOWAGE

extension of time, and the time bar (*Kenya Railways v. Antares Pte. Ltd. (The Antares)*) (Case and comment), 146

DELAY

uncollected goods: the penalties of delay (*Palmer*), 43

DEMISE CLAUSE

the, and the Hague Rules (*Kaleej International Pty. Ltd. v. Gulf Shipping Lines Ltd.; Carling O'Keefe Breweries of Canada Ltd. v. C.N. Marine Inc. (The Newfoundland Coast)*) (Case and comment), 259

DIRECTORS

disqualifying company directors (*Hannigan*), 188

EEC

air and maritime transport and the EEC competition rules (*Ministère Publique v. Asjes, Nouvelles Frontières et al*) (Case and comment), 14

bank secrecy provisions (*Hillegom Municipality v. Hillenius*) (Case and comment), 251

"ELECTRONIC BANKING: THE LEGAL IMPLICATIONS", 126

"ENFORCEMENT OF MARITIME CLAIMS", 537

EUROPEAN JUDGMENTS CONVENTION, THE

maritime claims (*Brice*), 281

EXCLUSION AND LIMITATION CLAUSES

(*Darlington Futures Ltd. v. Delco Australia Pty. Ltd.*) (Case and comment), 165

"EXCLUSIVE ECONOMIC ZONE CLAIMS", 128

EXTENSION OF TIME

- deck stowage and the time bar (*Kenya Railways v. Antares Pte. Ltd. (The Antares)*) (Case and comment), 146

FINANCIAL SERVICES ACT, THE

- (Information), 137

"FINANCING OF COUNTERTRADE (THE)", 554

FIXED CHARGES

- fixed and floating charges (*Re Brightlife Ltd.*) (Case and comment), 147

FLOATING CHARGES

- fixed and floating charges (*Re Brightlife Ltd.*) (Case and comment), 147

"FOREIGN AFFAIRS IN ENGLISH COURTS", 383

FORUM NON CONVENIENS

- forum non conveniens—the last word? (*Spiliada Maritime Corporation v. Cansulex Ltd.*) (Case and comment), 1

FRANCE

- the lack of uniformity and the very unfortunate state of maritime law in (*Tetley*), 340

GENERAL AVERAGE

- the future of non-separation agreements (*Ellermund Lines Ltd. v. Gibbs, Nathaniel (Canada) Ltd. et al*) (Case and comment), 160

GOODS

- transport of goods in refrigerated containers: an Australian perspective (*Springall*), 216
- uncollected: the penalties of delay (*Palmer*), 43

HAGUE RULES, THE

- and the demise clause (*Kaleej International Pty. Ltd. v. Gulf Shipping Lines Ltd.; Carling O'Keefe Breweries of Canada Ltd. v. C.N. Marine Inc. (The Newfoundland Coast)*) (Case and comment), 259

- application of in post-revolutionary Iran (Case and comment), 273

HAGUE-VISBY PROTOCOL, THE

- (Information), 559

HAGUE-VISBY RULES, THE

- (Information), 559

HALCYON ISLE, *The*

- in defense of (Case and comment), 152

HAMBURG RULES, THE

- (Information), 559

ILLEGAL INSURANCE

- (*Clarke*), 201

"INSTITUTE CLAUSES HANDBOOK (THE)", 385

INSURANCE

- illegal (*Clarke*), 201
- insurer's liability extended (*Banque Keyser Ullmann S.A. v. Skandia (U.K.) Insurance Ltd.*) (Case and comment), 5
- of average disbursements (*Hudson*), 443
- of pleasure craft and the doctrine of proximate cause (*J.J. Lloyd Instruments Ltd. v. Northern Star Insurance Co. Ltd. (The Miss Jay Jay)*) (Case and comment), 22
- third party rights on insurance contracts (*Trident General Insurance Co. Ltd. v. McNiece Bros. Pty. Ltd.*) (Case and comment), 258

INSURANCE (MARINE)

- marine insurance law: can the lawyers be trusted? (*O'May*), 29

"INSURANCE OF COMMERCIAL RISKS: LAW AND PRACTICE (THE)", 244

"INTERNATIONAL LAW", 247

"INTERNATIONAL MARITIME ORGANIZATION (THE)" (2nd Edn. Vol. 1), 387

"INTERNATIONAL SALE OF GOODS", 534

IRAN

- application of the Hague Rules (Case and comment), 273

LATE PAYER

damages and the (*The Lips*) (Case and comment), 414

LAW

Canadian maritime law decisions 1985-86 (*Tetley*), 82

determining ownership of shipwreck in the U.S. (*Klein v. Unidentified Wrecked and Abandoned Vessel*) (Case and comment), 24

floating choice of law clauses (*Beck*), 523

marine insurance, can the lawyers be trusted? (*O'May*), 29

maritime terrorism and the law (Case and comment), 18

proposed reforms of admiralty jurisdiction in Australia (*Davenport*), 317

South Africa, the new Carriage of Goods by Sea Act (*Staniland*), 305

Sri Lanka, Admiralty Rules upheld (*The Ayesha*) (Case and comment), 169

the lack of uniformity and the very unfortunate state of maritime law in Canada, the United States, the United Kingdom and France (*Tetley*), 340

the New Zealand Contractual Mistakes Act: a lesson in legislation (*Beck*), 325

United States, liability under for spills of oil or chemicals from vessels (*Bagwell*), 496

"LAW DICTIONARY (ENGLISH-GERMAN)", 558

"LAW, FORCE AND DIPLOMACY AT SEA", 245

"LAW IN SINGAPORE ON CARRIAGE OF GOODS BY SEA (THE)", 235

"LAW OF CONTRACT (THE)", 242

"LAW OF CONTRACTS AND RELATED OBLIGATIONS IN SCOTLAND (THE)", 131

"LAW OF TORT (THE)", 236

"LAW REPORTS OF THE COMMONWEALTH", 544

LAWYERS

marine insurance law: can the lawyers be trusted? (*O'May*), 29

"LEGAL ASPECTS OF SYNDICATED LOANS", 549

LEX MERCATORIA

(*Deutsche Schachtbau-und Tiefbohrergesellschaft mbH v. The R'As Al Khaimah National Oil Co. and Shell International Petroleum Co. Ltd.*) (Case and comment), 277

LIABILITY

insurer's liability extended (*Banque Keyser Ullmann S.A. v. Skandia (U.K.) Insurance Ltd.*) (Case and comment), 5

under U.S. law for spills of oil or chemicals from vessels (*Bagwell*), 496

LIMITATION OF LIABILITY

(Information), 559

LISBON RULES, THE

(Information), 561

LLOYD'S FORM

Costs and Lloyd's Form salvage arbitrations (*The Ios I*) (Case and comment), 172

LMAA TERMS (1987), THE

(Information), 136

MARITIME ARBITRATION COMMISSION (THE) (USSR)

(*Timmermans*), Part 1, 350; Part 2, 468

MARITIME CLAIMS

the European Judgments Convention (*Brice*), 281

MARITIME LAW

Canadian decisions 1985-86 (*Tetley*), 82

products liability in U.S. (*DiBiagio*), 118

the lack of uniformity and the very unfortunate state of maritime law in Canada, the United States, the United Kingdom and France (*Tetley*), 340

"MARITIME LAWS OF THE ARABIAN GULF CO-OPERATION COUNCIL STATES (THE)", 386

MARITIME TERRORISM

and the law (Case and comment), 18

"Violence at Sea", 546

MARITIME TRANSPORT

air and maritime transport and the EEC competition rules (*Ministère Publique v. Asjes, Nouvelles Frontières et al*) (Case and comment), 14

"MERCHANT SHIPPING (LINER CONFERENCES) ACT 1982", 557

- "MERCHANT SHIPPING (STERLING EQUIVALENTS) (VARIOUS ENACTMENTS) ORDER 1986
(Information), 136
- MERCHANTABLE QUALITY
meaning of in sales of goods (Case and comment), 400
- "MORTGAGES OF SHIPS: MARINE SECURITY IN CANADA", 379
- MULTI-MODAL TRANSPORT
(Information), 559
- "NAFTIKO DIKEO (MARITIME LAW)", 132
- NEGLIGENCE
contributory, in contract (*Forsikringsaktieselskapet Vesta v. Butcher*) (Case and comment), 10
- NEW ZEALAND CONTRACTUAL MISTAKES ACT (THE)
a lesson in legislation (*Beck*), 325
- NOTICE OF UNREADINESS
(*Aktion Maritime Corporation of Liberia v. S. Kasmās & Bros. Ltd. (The Aktion)*) (Case and comment), 410
- OIL POLLUTION
(Information), 560
liability under U.S. law for spills of oil or chemicals from vessels (*Bagwell*), 496
(*The Patmos*) (Case and comment), 275
- "OIL POLLUTION FROM SHIPS: INTERNATIONAL, UNITED KINGDOM AND UNITED STATES LAW AND PRACTICE", 374
- OIL TRADE
out-turn clauses in c.i.f. contracts in the oil trade (*Lightburn and Nienaber*), 177
- OUT-TURN CLAUSES
in c.i.f. contracts in the oil trade (*Lightburn and Nienaber*), 177
- P. & I. ASSOCIATIONS
direct recovery from (*The Fanti and The Padre Island*) (Case and comment), 406
- PASSENGERS
(Information), 560
- PRODUCTS LIABILITY
in U.S. maritime law (*DiBiagio*), 118
- PROPOSED LEGISLATION
(Information), 137
- "PROVISIONAL DAMAGES", 133
- PROXIMATE CAUSE
insurance of pleasure craft and the doctrine of (*J.J. Lloyd Instruments Ltd. v. Northern Star Insurance Co. Ltd. (The Miss Jay Jay)*) (Case and comment), 22
- "R & D AND THE EEC COMPETITION RULES REGULATION 418/85", 238
- "REGULATION OF FOREIGN LAWYERS (THE)", 248
- RESTRAINT
of foreign proceedings (*SNIAS v. Lee*) (Case and comment), 391
- R.S.C., ORD. 29
interim payment: having your cake and eating it? (*Shearson Lehman Brothers Inc. v. J.H. Rayner (Mincing Lane) Ltd.*) (Case and comment), 173
- SALES OF GOODS
meaning of merchantable quality (Case and comment), 400
- SALVAGE
costs and Lloyd's Form salvage arbitrations (*The Ios I*) (Case and comment), 172
in non-tidal waters (*The Goring*) (Case and comment), 262
- SHIPS
registration of, UN Convention (*Sturmey*), 97
- SHIPWRECK
law determining ownership of in the U.S. (*Klein v. Unidentified Wrecked and Abandoned Vessel*) (Case and comment), 24

SILENCE

may not be golden (*Excomm Ltd. v. Guan Guan Shipping (Pte.) Ltd. (The Golden Bear)*) (Case and comment), 155

SOUTH AFRICA

the new Carriage of Goods by Sea Act (*Staniland*), 305

"SPECIFIC PERFORMANCE", 551

SRI LANKA

Admiralty Rules upheld (*The Ayesha*) (Case and comment), 169

"STANDARD BUSINESS CONTRACTS", 535

STERLING EQUIVALENTS ORDER

(Information), 560

"TANKER VOYAGE CHARTERPARTIES", 553

"TAXATION OF LLOYD'S UNDERWRITERS", 134

TERRORISM

maritime, and the law (Case and comment), 18

"Violence at Sea", 546

THIRD PARTY RIGHTS

on insurance contracts (*Trident General Insurance Co. Ltd. v. McNiece Bros. Pty. Ltd.*) (Case and comment), 258

THIRD PARTIES (RIGHTS AGAINST INSURERS) ACT 1930

in a modern context (*Michel*), 228

TIME BAR

extension of time, deck stowage and the time bar (*Kenya Railways v. Antares Pte. Ltd. (The Antares)*) (Case and comment), 146

TRANSPORT

of goods in refrigerated containers: an Australian perspective (*Springall*), 216

U.K.

the lack of uniformity and the very unfortunate state of maritime law in (*Tetley*), 340

UNCOLLECTED GOODS

the penalties of delay (*Palmer*), 43

"UNIFORM SALES LAW", 534

UNITED NATIONS

Convention on Conditions for Registration of Ships (*Sturmey*), 97

U.S.

law, determining ownership of shipwreck in (*Klein v. Unidentified Wrecked and Abandoned Vessel*) (Case and comment), 24

maritime law, products liability in (*DiBiagio*), 118

the lack of uniformity and the very unfortunate state of maritime law in (*Tetley*), 340

USSR

the maritime arbitration commission (*Timmermans*), Part 1, 350; Part 2, 468

"VESSEL TRAFFIC SYSTEMS", 556

"VIOLENCE AT SEA", 546

"WHAT LAW NOW FOR THE SEAS?", 248

"WORLD ARBITRATION REPORTER: VOL. 1: INTERNATIONAL LEGAL FRAMEWORK", 376

WRECK

or *wreccum maris*? (*The Lusitania*) (Case and comment), 267

